

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
GOVERNMENTAL SERVICES AGREEMENT

This **Governmental Services Agreement (GSA)** is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the "HSD", and the **Department of Children, Youth, and Families (CYFD)**, hereinafter referred to as the "CYFD".

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

A. The CYFD shall perform all services detailed in Exhibit A, Scope of Work, attached to this Agreement, and incorporated herein by reference.

2. Compensation

A. The total amount payable to the CYFD under this Agreement shall not exceed **forty eight million, six hundred twenty seven thousand and five hundred dollars (\$48,627,500)**. This amount is a maximum and not a guarantee that the work assigned to the CYFD under this GSA to be performed shall equal the amount stated herein.

1. For TANF Childcare participants, HSD will transfer to the CYFD up to **thirty million, five hundred twenty seven thousand and five hundred dollars (\$30,527,500)** over the term of the GSA.

2. For TANF Pre-Kindergarten program, HSD will reimburse to the CYFD up to **thirteen million six hundred thousand dollars (\$13,600,000.00)** over the term of the GSA.

3. For TANF Home Visiting program, HSD will reimburse to the CYFD up to **Four million five hundred thousand dollars (\$4,500,000.00)** over the term of the GSA.

B. The HSD shall pay the CYFD in full payment for services satisfactorily performed an amount not to exceed **forty eight million, six hundred twenty seven thousand and five hundred dollars (\$48,627,500)** as set forth in Paragraph A. Payment is subject to availability of funds pursuant to the Appropriations Section set forth below and to approval by the HSD. All invoices **MUST BE** received by the HSD no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. **Invoices received after such date WILL NOT BE PAID.**

C. The CYFD must submit a detailed statement accounting for all services performed and expenses incurred. If the HSD finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the CYFD that payment is requested, the HSD shall provide the CYFD a letter of exception explaining the defect or objection to the services, and outlining steps the CYFD may take to provide remedial action. Upon certification by the HSD that the services have been received and accepted, payment shall be tendered to the CYFD within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the HSD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term

This GSA shall be effective July 1, 2015 and shall terminate **June 30, 2016**, unless amended, extended, or terminated pursuant to the terms of this GSA.

4. Termination

A. Termination. This GSA may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this GSA, the HSD's sole liability upon such termination shall be to pay for acceptable work performed prior to the CYFD's receipt of the notice of termination, if the HSD is the terminating party, or the CYFD's sending of the notice of termination, if the CYFD is the terminating party; provided however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this GSA. The CYFD shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this GSA may be terminated immediately upon written notice to the CYFD if the CYFD becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this GSA, the CYFD or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CYFD'S DEFAULT/BREACH OF THIS GSA.**

B. Termination Management. Immediately upon receipt by either the HSD or the CYFD of notice of termination of this GSA, the CYFD shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this GSA without written approval of the HSD; 2) comply with all directives issued by the HSD in the notice of termination as to the performance of work under this GSA; and 3) take such action as the HSD shall direct for the protection, preservation, retention or transfer of all property titled to the HSD and records generated under this GSA. Any non-expendable personal property or equipment provided to or purchased by the CYFD with contract funds shall become property of the HSD upon termination and shall be submitted to the HSD as soon as practical.

5. Appropriations

The terms of this GSA are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and/or the federal grantor for the performance of this GSA. If sufficient appropriations and authorization are not made, this GSA shall terminate immediately upon written notice being given by the HSD to the CYFD. The HSD's decision as to whether sufficient appropriations are available shall be accepted by the CYFD and shall be final. If the HSD proposes an amendment to the GSA to unilaterally reduce funding, the CYFD shall have the option to terminate the GSA or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Assignment

The CYFD shall not assign or transfer any interest in this GSA or assign any claims for money due or to become due under this GSA without the prior written approval of the HSD.

7. Subcontracting

The CYFD shall not subcontract any portion of the services to be performed under this GSA without the prior written approval of the HSD.

8. Release

Final payment of the amounts due under this GSA shall operate as a release of the HSD, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this GSA.

9. Confidentiality

A. Any confidential information, as defined in state and federal law, code, rules or regulations, regarding the HSD's Medicaid participants that is provided to, or developed by, the CYFD shall not be made available by the CYFD to any individual outside of the CYFD or any organization outside of the CYFD without the prior written approval of the HSD, unless the Medicaid participant has consented to its release, or unless the information is required by a court of competent jurisdiction, or other legal process.

B. The CYFD warrants that it will retain all confidential information belonging to the HSD's Medicaid participants, and will not disclose it to anyone without the explicit written permission of the HSD, unless the Medicaid participant has consented to its release, or unless the information is required by a court of competent jurisdiction, or other legal process. The CYFD recognizes that irreparable harm can be caused to the HSD and its participants by disclosure of confidential information concerning the HSD and its participants and, accordingly, the HSD may refuse or enjoin such disclosure. The CYFD will be solely responsible for any violations by the CYFD or its agents. The HSD will be solely responsible for any violations by the HSD or its agents. Any liability incurred in connection with this agreement is subject to the immunities and limitation of the Tort Claims Act.

C. The CYFD shall (1) notify the HSD promptly of any unauthorized possession, use, or knowledge of the HSD data, files or other confidential information; (2) promptly furnish to the HSD full details of the unauthorized possession, use or knowledge of the HSD data, files or other confidential information; and (3) assist the HSD in an investigation of the matter and take steps to prevent a recurrence.

D. This confidentiality agreement shall be binding on the parties and their agents.

10. Amendment

A. This GSA shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the HSD proposes an amendment to the GSA to unilaterally reduce funding due to budget or other considerations, the CYFD shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the GSA, pursuant to the termination provisions contained herein, or to agree to the reduced funding.

11. Records and Audit

A. The CYFD shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the GSA's term and effect and retain them for a period of five (5) years from the date of final payment under this GSA. The records shall be subject to inspection by the HSD, the Department of Finance and Administration and the State Auditor. The HSD shall have the right to audit billings both before and after payment. Payment under this GSA shall not foreclose the right of the HSD to recover excessive or illegal payments.

B. Contract for an independent audit in accordance with 2 CFR 200 at the CYFD's expense, as applicable. The CYFD shall ensure that the auditor is licensed to perform audits in the State of New Mexico and shall be selected by a competitive bid process. The CYFD shall enter into a written contract with the auditor specifying the scope of the audit, the auditor's responsibility, the date by which the audit is to be completed and the fee to be paid to the auditor for this service. Single audits shall comply with procedures specified by the HSD. The audit of the contract shall cover compliance with Federal Regulations and all financial transactions hereunder for the entire term of the GSA in accordance with procedures promulgated by 2 CFR 200 or by Federal program officials for the conduct and report of such audits. An official copy of

the independent auditor's report shall be provided to the HSD and any other authorized entity as required by law within 15 days of receipt of the final audit report. The CYFD may request an extension to the deadline for submission of the audit report in writing to the HSD for good cause and the HSD reserves the right to approve or reject any such request. The HSD retains the right to contract for an independent financial and functional audit for funds and operations under this GSA at CYFD's expense if it determines that such an audit is warranted or desired.

C. Upon completion of the audit under the applicable federal and state statutes and regulations, the CYFD shall notify the HSD when the audit is available for review and provide online access to the HSD, or the CYFD shall provide the HSD with four (4) originals of the audit report. The HSD will retain two (2) and one (1) will be sent to the HSD/Office of the Inspector General and one (1) to the HSD/Administrative Services Division/Compliance Bureau.

D. Within thirty (30) days thereafter, or as otherwise determined by the HSD in writing, the CYFD shall provide the HSD with a response indicating the status of each of the exceptions or findings in the said audit report. If either the exceptions or findings in the audit are not resolved within thirty (30) days, the HSD has the right to reduce funding, terminate this GSA, and/or recommend decertification in compliance with state and/or federal regulations governing such action.

E. This audit shall contain a report of financial expenditures by category for each program to facilitate ease of reconciliation by the HSD. This audit shall also include a schedule of depreciation for all property or equipment with a purchase price of \$5,000 or more pursuant to 2 CFR 200, specifically subpart F, and appendices where appropriate.

F. This audit shall include a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with 2 CFR 200, specifically subpart F, where appropriate.

12. Invalid Term or Condition

If any term or condition of this GSA shall be held invalid or unenforceable, the remainder of this GSA shall not be affected and shall be valid and enforceable.

13. Enforcement of Agreement

A party's failure to require strict performance of any provision of this GSA shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this GSA shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

14. Notices

Any notice required to be given to either party by this GSA shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the HSD: Tashi Gyalkhar, Program Manager
Human Services Department
Work and Family Support Bureau
PO Box 2348
Santa Fe, NM 87504-2348
Tashi.Gyalkhar2@state.nm.us

To the CYFD: Jeffrey Miles, Child Care Service Bureau Chief
Children Youth and Families Department – Child Care
PO Drawer 5160
Santa Fe, NM 87502
Jeffrey.Miles@state.nm.us

15. Debarment and Suspension

A. Consistent with all applicable federal and/or state laws and regulations, as applicable, and as a separate and independent requirement of this GSA the CYFD certifies by signing this GSA, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal department or agency; (2) have not, within a three-year period preceding the effective date of this GSA, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this GSA, had one or more public agreements or transactions (federal, state or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

B. The CYFD's certification in Paragraph A, above, is a material representation of fact upon which the HSD relied when this GSA was entered into by the parties. The CYFD's certification in Paragraph A, above, shall be a continuing term or condition of this GSA. As such at all times during the performance of this GSA, the CYFD must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the CYFD was then executing this GSA for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the CYFD in Paragraph A, above, or to any new certification the CYFD is required to be capable of making as stated in the preceding sentence:

(1) The CYFD shall provide immediate written notice to the HSD's Program Manager if, at any time during the term of this GSA, the CYFD learns that its certification in Paragraph A, above, was erroneous on the effective date of this GSA or has become erroneous by reason of new or changed circumstances.

(2) If it is later determined that the CYFD's certification in Paragraph A, above, was erroneous on the effective date of this GSA or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the HSD, the HSD may terminate the GSA.

C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, the CYFD shall require each proposed first-tier sub-contractor whose subcontract will equal or exceed \$25,000, to disclose to the CYFD, in writing, whether as of the time of award of the subcontract, the sub-contractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any federal department or agency. The CYFD shall make such disclosures available to the HSD when it requests sub-contractor approval from the HSD. If the sub-contractor, or its principals, is debarred, suspended, or proposed for debarment by any federal, state or local department or agency, the HSD may refuse to approve the use of the sub-contractor.

16. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

A. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. § 1352 and 45 C.F.R. Part 93, are hereby incorporated by reference in subparagraph (B) of this certification.

B. The CYFD, by executing this GSA, certifies to the best of its knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement; and

(2) If any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Program Manager.

C. The CYFD shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance is placed when this GSA is made and entered into. Submission of this certification is a prerequisite for making and entering into this GSA imposed under 31 U.S.C. § 1352. Any person who makes an expenditure prohibited by § 1352 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

17. Findings and Sanctions

A. The CYFD agrees to be subject to the findings and sanctions assessed as a result of the HSD audits, federal audits, and disallowances of the services provided pursuant to this GSA and the administration thereof.

B. The CYFD will make repayment of any funds expended by the HSD subject to the jurisdiction and authority of which an auditor finds were expended, or to which one of both of the federal funding agencies, United States Department of Health and Human Services (DHHS) takes exception and requests reimbursement through a disallowance or deferral is based upon the acts or omissions of the CYFD which violate applicable federal statutes and/or regulations, subject to sufficient appropriations of the NM Legislature.

C. If the HSD becomes aware of circumstances that might jeopardize continued federal funding, the situation shall be reviewed and reconciled by a mutually agreed upon panel of CYFD and the HSD officials. If reconciliation is not possible, both parties shall present their view to the Director of the Administrative Services Division who shall determine whether continued payment shall be made.

18. Entire GSA

This GSA incorporates all agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written GSA. No prior agreements or understandings of the parties or their agents, verbal or otherwise, are valid or enforceable unless embodied in this GSA.

19. Non-Discrimination.

A. The CYFD agrees to comply fully with Title IV of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; and the Americans With Disabilities Act of 1990, Public Law 101-336; in that there shall be no discrimination against any employee who is employed in the performance of this PSC, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status.

B. This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

C. The CYFD agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation or be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the CYFD. The CYFD further agrees to insert similar provisions in all subcontracts for services allowed under this PSC under any program or activity.

D. The CYFD agrees to provide meaningful access to services for individuals with Limited English Proficiency (LEP) in accordance with Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency."

20. Drug Free Workplace

A. Definitions. As used in this paragraph—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C § 812, and as further defined in regulation at 21 CFR §§ 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the CYFD in connection with a specific contract where employees of the CYFD are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a CYFD directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other CYFD employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

B. The CYFD, if other than an individual, shall:

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the CYFD's workplace and

specifying the actions that will be taken against employees for violations of such prohibition;

- (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The CYFD's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph B.(1);
- (4) Notify such employees in writing in the statement required by subparagraph (B)(1) of this clause that, as a condition of continued employment on this contract, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the HSD Program Manager in writing within 10 days after receiving notice under (B)(4)(ii) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under B.(4)(ii) of this paragraph of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of B.(1) through B.(6) of this paragraph.

C. The CYFD, if an individual, agrees by entering into this PSC not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

D. In addition to other remedies available to the HSD, the CYFD's failure to comply with the requirements of subparagraph B or C of this paragraph will render the CYFD in default of this PSC and subject the CYFD to suspension of payments under the PSC and/or termination of the PSC in accordance with paragraph 4, above.

21. Performance

In performance of this contract, CYFD agrees to comply with and assume responsibility for compliance by its employees and its subcontractors and/or Business Associates (BA) with the following requirements:

- A. All work will be performed under the supervision of the CYFD or the CYFD's responsible employees.
- B. CYFD agrees that any Personally Identifiable Information (PII) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and will not be divulged or made known in any manner to any person or entity except as may be necessary in the performance of this contract. Inspection by or disclosure to any person or entity other than an officer or employee of the CYFD is prohibited.
- C. All PII will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- D. The CYFD certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, including printers, copiers, scanners and all magnetic and flash memory components of all systems and portable media, and no output will be retained by the CYFD at the time the work is completed. If immediate purging of all data storage components is not possible, the CYFD certifies that any PII data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- E. Any spoilage or any intermediate hard copy printout that may result during the processing of PII will be given to the HSD or his or her designee. When this is not possible, the CYFD will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the HSD or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- F. All computer systems, office equipment, and portable media receiving, processing, storing, or transmitting Protected Health Information (PHI), or PII must meet the requirements defined in HIPAA Security Rule, 45 CFR 160. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls.
- G. The CYFD will provide signed acknowledgments for its staff and its subcontractors and/or BA staff, to provide certification that information security awareness and training was completed. These signed certifications will be provided to the HSD Program Manager upon contract start and annually thereafter.
- H. All incidents affecting the compliance, operation, or security of the information and systematic functionality must be reported to the HSD. In addition to the self-certification and evaluation requirements, the CYFD shall notify the HSD of any instances of security breach issues or non-compliance promptly upon their discovery, but no later than a period of 24 hours. Notification shall include a description of the security/non-compliance issue and corrective action planned and/or taken.
- I. The CYFD must provide the HSD with any necessary safeguards to protect further issues caused by security breaches or non-compliance discoveries. The corrective action plan must contain a long term solution to possible future privacy or security threat of information. In addition to the corrective action, the CYFD must provide daily updates as to the progress of all corrective measures until the issue is resolved.

J. The HSD will have the right to terminate the contract if the CYFD or its subcontractors or BAs fail to provide the safeguards described above, consistent with the termination clause herein.

22. Criminal/Civil Sanctions

A. It is incumbent upon CYFD to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to CYFDs by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a CYFD, who by virtue of his/her employment or official position, has possession of or access to HSD records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

B. CYFD agrees that granting access to PII must be preceded by certifying that each individual understands the HSD's applicable security policy and procedures for safeguarding PII.

23. Inspection

The HSD shall have the right to send its officers and/or employees into the offices and plants of the CYFD for inspection of the facilities and operations provided for the performance of any work related PHI and/or PII under this contract. On the basis of such inspection, specific measures may be required in cases where the CYFD is found to be noncompliant with contract safeguards.

24. CYFD's Responsibility for Compliance With Laws and Regulations

A. The CYFD is responsible for compliance with applicable laws, regulations, and administrative rules that govern the CYFD's performance of the Scope of Work of this Agreement and Exhibit A, including but not limited to, applicable State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements and licensing provisions.

B. The CYFD is responsible for causing each of its employees, agents or subcontractors who provide services under this Agreement to be properly licensed, certified, and/or have proper permits to perform any activity related to the Scope of Work of this Agreement and Exhibit A.

25. CYFD's Responsibility for Compliance With Laws and Regulations Relating to Information Security

A. The CYFD and all its employees, subcontractors, consultants, or agents performing the Services under this Agreement must comply with the following insofar as they apply to CYFD's processing or storage of HSD's data:

1. The Federal Information Security Management Act of 2002 (FISMA);
2. The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
3. The Health Information Technology for Economic and Clinical Health Act (HITECH Act);
4. NMAC 1.12.20, *et seq.*

19. Miscellaneous

A. This GSA is an internal government agreement and is not intended to confer any right upon any private person.

B. Neither party will be responsible for liability incurred as a result of the other party's acts or omissions in conjunction with the GSA. Any Liability incurred in connection with the GSA is subject to the immunities and limitations of the New Mexico Tort Claims Act 41-4-1 et seq., NMSA 1978 as amended.

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IN WITNESS WHEREOF, the parties execute this GSA as set forth below:
STATE OF NEW MEXICO:

By: [Signature]
Cabinet Secretary
Human Services Department

Date: 10/13/15

By: [Signature]
Chief Financial Officer
Human Services Department

Date: 9/29/15

Approved as to form and legal sufficiency:

By: [Signature]
General Counsel
Human Services Department

Date: 10/2/15

Governing Department of Children, Youth and Families Official:

By: [Signature]
Cabinet Secretary
Children, Youth and Families Department

Date: 9-24-15

Approved as to Form and Legal Sufficiency:

By: [Signature]
Assistant General Counsel
Children, Youth and Families Department

Date: 9/17/15

EXHIBIT A
SCOPE OF WORK

New Mexico Children, Youth and Families Department
Child Care Program

PERFORMANCE MEASURES

CYFD shall give priority to providing child care to clients who are seeking or maintaining employment in accordance with Goal 2 of the HSD Strategic Plan (Helping New Mexicans get back to work) and Task 2.1 (Ensure participants engaged in work activity have access to work support services through collaborations with private and public sector entities.)

CYFD shall provide monthly reports to HSD in a mutually agreed-upon format, showing the number of clients served who are transitioning off Temporary Assistance for Needy Families (TANF) due to employment (Priority 2).

A. HSD shall:

1. Act as the funding agency.
2. Testify and report to the Legislative Health and Human Services Committee fiscal and program outcomes relative to this GSA.
3. Provide training and technical assistance to the CYFD relative to usage and reporting of (TANF) funding as appropriate.
4. Supply the CYFD with related informational data to assist CYFD in performing services as stated in this Scope of Work.
5. Provide CYFD with participant referrals.
6. Provide direction to the CYFD and local Income Support Division (ISD) staff to ensure participation and collaboration with the CYFD.
7. Conduct CYFD program and fiscal reviews for quality assurance and compliance by conducting independent on-site TANF program and fiscal reviews of the CYFD and provide the CYFD with detailed reports of findings. HSD will provide advanced notice to the CYFD at least fifteen (15) business days prior to the on-site visit. HSD must have reasonable access to the CYFD and service provider's premises and program-related records (both electronic and hard copy).
8. Disburse TANF Home Visiting and Pre-K funds to the CYFD, on a reimbursement basis, upon receipt of quarterly invoices prepared by the CYFD that contain detailed fiscal documentation.
9. All TANF funds disbursed to the CYFD under this GSA shall be federal monies. No HSD state funds shall be transferred, disbursed or reimbursed to the CYFD under the terms of this GSA.

10. Certify monthly CYFD billing invoices, which are subject to approval by the HSD Program Manager, to ensure that expenditures meet all federal and state requirements.
11. Transfer TANF childcare funds to the CYFD, upon receipt of monthly invoices prepared by CYFD that contain detailed fiscal documentation, including expenditures, to support the transfer.
12. Funds used to meet Federal cost-sharing requirements in other programs are generally not allowable as TANF Maintenance of Effort (MOE). However, the Social Security Act specifically permits a limited amount of State funds expended to meet the State's Child Care Development Fund (CCDF) Matching Fund requirement to count toward the State's MOE. The amount that may be double-counted is limited to the State's CCDF MOE level.
13. Payments made by HSD using federal funds are contingent upon receipt by HSD of anticipated funds. In the event of future reductions of such funds, HSD shall reserve the right to reduce payments and services provided for herein, or in the alternative, to exercise the right of termination.
14. Be allowed to deduct from amounts otherwise payable to the CYFD under this GSA or addendum thereto, monies overpaid to the CYFD and therefore determined to be due to HSD from the CYFD.

FISCAL REQUIREMENTS

B. The CYFD shall:

1. Submit a budget using the template attached to this GSA [Exhibit B1] that must be approved by the Program Manager designated by HSD, for operations cost. The CYFD shall prepare a budget for the contracted amount that includes all line item elements as prescribed by the New Mexico Department of Finance and Administration (DFA) for: positions, personnel, employee benefits, contractual services, transportation, maintenance/repairs, operating costs, capital outlay, etc., [<http://www.dfafcd.state.nm.us/manuals/coa.pdf>]. The budget must be provided to HSD by the 30th calendar day following the effective date of this GSA. No payment shall be made under this GSA unless the Program Manager approves the program budget required under this GSA. The approved budget shall provide the basis for the services provided under this GSA. The budget shall not be altered without written approval of HSD.
2. The CYFD may sub-contract for services or benefits; however, Federal funds shall not be directly transferred into another program except as provided for by Federal law. Copies of any and all subcontracts originating under this GSA are to be provided to HSD or made available for inspection by HSD within 30 days of subcontract approval.
3. Provide monthly invoices to the HSD containing documentation that it has expended at least an equal amount in federal and/or state CCDF funding otherwise available to CYFD. The CYFD shall submit an Expenditure Balance Report (Exhibit C) adhering to the Department of Finance and Administration (DFA) Expenditure Chart of Account (<http://www.dfafcd.state.nm.us/manuals/coa.pdf>).
4. Monthly invoices submitted by the CYFD to the HSD must be received by the HSD no later than the 15th day of the month following the end of each month. Failure to adhere to this requirement may result in a reduction of available funds and non-payment of invoices. The carryover of funds between fiscal years shall not be permitted. HSD will make every effort to make payment to the CYFD within 30 days from receipt of a correct invoice.

5. The CYFD shall submit an Expenditure Balance Report (Exhibit C) adhering to the Department of Finance and Administration (DFA) Expenditure Chart of Account (<http://www.dfafcd.state.nm.us/manuals/coa.pdf>).
6. The monthly invoice (Exhibit D) must be attached to the Invoice Transmittal form (Exhibit E) and at a minimum, include:
 - a) TANF
 - 1) Certification of amount expended in federal and/or state CCDF funds prior to requesting transfer of TANF funding;
 - 2) The total amount expended for child care services for TANF cash assistance recipients; and
 - 3) Total amount invoiced for TANF child care.
 - b) Ensuring that Budget Adjustment Request (BARs) (Exhibit F) are submitted to the HSD Program Manager as necessary. These BARs are subject to HSD approval.
 - c) TANF Home Visiting
 - i. Total amount invoiced for TANF Home Visiting services; and
 - ii. Expenditure Balance Report (Exhibit C) for Home Visiting
 - d) TANF Pre-K
 - i. Total amount invoiced for TANF Pre-K services; and
 - ii. Expenditure Balance Report (Exhibit C) for Pre-K
7. Comply with all federal and state laws and regulations relating to the uses and expenditures of the funds transferred or disbursed, to the CYFD under this GSA.
8. Adhere to the requirements of the Cash Management Improvement Act of 1990, as set forth at 31CFR 205.
9. Maintain fiscal records necessary for full accountability, comply with federal accounting and fiscal requirements applicable to handling of any federal funds, and follow generally accepted accounting principles and account for all receipts and disbursement of funds transferred or expended pursuant to this GSA.
10. As fiscal agent, the CYFD shall abide by its regulations and all fiscal matters compliant with regulations of the New Mexico Procurement Code and the State Auditor's Office.
11. Comply with all federal and state laws and regulations relating to the certification of CYFD State GF dollars certified for TANF Maintenance Effort (MOE) under this GSA.
12. Ensure that the TANF program expenditures comply with TANF regulations and promote at least one of the purposes of TANF. There are specific restrictions on the use of Federal TANF funds.
 - a) Any use of Federal TANF funds must be consistent with TANF purposes and applicable TANF rules. The purposes of TANF are:

- 1) Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives;
 - 2) End the dependency of needy parents on government benefits by promoting job preparation, work, and marriage;
 - 3) Prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies;
 - 4) Encourage the formation and maintenance of two-parent families.
- b) The CYFD shall not use Federal TANF funds to satisfy a cost-sharing or matching requirement of another Federal program unless specifically authorized by HSD as allowed by Federal law.
- c) Any costs charged to each program must be necessary, reasonable, and allocable to the program.
- d) The CYFD shall not use TANF funds to construct or purchase buildings or facilities or to purchase real estate.
- e) The CYFD shall not use TANF funds for general expenses required to carry out other responsibilities, except as permitted by Federal law.
13. Limit administrative costs for the Home Visiting and Pre-K program to 15% of the total contract dollar amount. This cost limit includes both direct and indirect administrative costs and is cumulative for the CYFD as well as any sub-contractor(s) of the CYFD.
14. Ensure that administrative costs in the Home Visiting and Pre-K program are costs that are necessary for the proper administration of the Home Visiting and Pre-K program.
- a. Administrative costs include:
- 1) The costs of general administration and coordination of programs including contract costs and all indirect (or overhead) costs.
 - 2) The salaries and benefits of staff performing administrative and coordination functions, activities related to eligibility determinations, the preparation of budgets, program plans and schedules, monitoring of programs and projects, etc.
 - 3) Costs such as equipment, travel, and office space costs, when directly associated with staff performing administrative and coordination functions, activities related to eligibility determinations, the preparation of budgets, program plans and schedules, monitoring of programs and projects, etc.
 - 4) Training of staff to perform administrative functions, such as eligibility determinations, procurement, and payroll.
- b. Excluded from "administrative costs" are the direct costs of providing program services such as:
- 1) Case management, information and referral, and counseling activities;
 - 2) Providing program information, the development of employability plans, work activities, post-employment services, and work supports.
 - 3) Costs, such as equipment, travel, and office space costs, when directly associated with providing program services, would be treated as program costs (whether provided under contract or otherwise).

- 4) Costs for training of case managers or for other training directly associated with providing program services as program costs under its cost allocation plan. For example, training staff about providing appropriate services to people with disabilities would be a program cost.
15. Conform and ensure that Sub-contractors shall conform to the requirements of Federal Office of Management and Budget OMB Circulars A-87, A-110, and A-21 where appropriate, the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA), 2005 Deficit Reduction Act (DRA) and applicable TANF, NMW statutes and regulations.
16. Maintain fiscal records necessary for full accountability, comply with federal accounting and fiscal requirements applicable to handling of any federal funds, and follow generally accepted accounting principles and account for all receipts and disbursement of funds transferred or expended pursuant to this GSA.
17. Manage the funding made available by this GSA by ensuring that monthly expenditures meet federal TANF and state requirements;
18. Include the audit of all funds received by virtue of this GSA in the regular CYFD independent audit. An original copy of the independent audit report must be provided to the HSD and any other authorized entity as required by law upon completion of the final audit report.
19. Upon termination of this GSA or after the services provided for herein have been rendered, surplus money, if any, shall be returned immediately by the CYFD to HSD.

PROGRAM REQUIREMENTS

1. Ensure that all TANF recipients are served within 48 hours of referral.
2. The CYFD shall ensure that the work requirements for TANF participants are in accordance with HSD's TANF Plan, as approved by the federal government.
3. The CYFD shall retain a file copy of each TANF participant Work Participation Agreement (WPA) prior to issuance of a child care benefit.
4. The CYFD shall engage in ongoing communication with the New Mexico Works offices to ensure that TANF clients are meeting participation requirements in order to continue receiving childcare services.
5. Raise awareness of child care support services through distribution materials printed in both English and Spanish targeting the TANF population. The CYFD shall distribute program materials in 100% of the following sites throughout the state by August 1st, 2016 and ensure availability of brochures throughout the duration of the Fiscal Year:
 - a) Income Support Division Field Offices
 - b) New Mexico Works Offices
 - c) New Mexico Workforce Connection Centers
 - d) Department of Workforce Solutions Offices

REPORTING REQUIREMENTS

1. Provide a TANF monthly program and data report for the Child Care Program to HSD no later than the 15th day of each month. Report must include monthly and year to date (YTD) unduplicated totals by county and by state for the following:
 - a) Number of families receiving child care benefits.
 - b) Number of children receiving child care benefits.
 - c) The average monthly child care costs per family.
 - d) The average child care costs per child.

2. Provide HSD an annual report aligned with the Federal Fiscal Year (FFY) due no later than October 15th each year. The annual report must contain MOE certification data for the following:
 - a) The average monthly number of child care payments made through the use of earned income disregards (if applicable), by the following types of child care providers:
 - 1) Licensed/regulated in-home child care;
 - 2) Licensed/regulated family child care;
 - 3) Licensed/regulated group home child care;
 - 4) Licensed/regulated center-based child care;
 - 5) Legally operating (i.e., no license category available in State or locality) in-home child care provided by a non-relative;
 - 6) Legally operating (i.e., no license category available in State locality) in-home child care provided by a relative;
 - 7) Legally operating (i.e., no license category available in State or locality) family child care provided by a non-relative;
 - 8) Legally operating (i.e., no license category available in State or locality) family child care provided by a relative;
 - 9) Legally operating (i.e., no license category available in State or locality) group child care provided by a non-relative;
 - 10) Legally operating (i.e., no license category available in State or locality) group child care provided by a relative; and
 - 11) Legally operated (i.e., no license category available in State or locality) center- based child care.
 - b) The total MOE expenditures claimed and the related number of families served in the federal fiscal year (October – September) for all of the MOE programs, such as but not limited to:
 - 1) Head Start;
 - 2) Community Based Services;
 - 3) Child care programs;
 - 4) Parent-Child Education Program; and
 - 5) Pre-K

3. Provide a separate monthly TANF caseload report no later than the 15th day of each month to include the following:
 - a) County
 - b) Case ID
 - c) Case First and Last Name
 - d) Monthly Income
 - e) Family Size

- f) Number of Children in Active Placement in Period
- g) Head of Household SSN
- h) Program

MISCELLANEOUS REQUIREMENTS

1. Testify and report to the Legislative Health and Human Services Committee on the program outcomes.
2. Maintain a designated contact person and/or program coordinator.
3. Submit to, and comply with, an annual Management Evaluation to be conducted by the HSD staff including completion of a Corrective Action Plan (CAP) if the HSD should determine that one is required.
4. Provide the number of childcare participants transitioning off of TANF due to employment.
5. Provide quarterly reporting of number of children served in the PreK program no later than the 15th of each quarter to:
6. Provide quarterly reporting of number of families served in the home visiting program no later than the 15th of each quarter.


Tashi Gyalkhar, Program Manager
Work and Family Support Bureau
Income Support Division
Human Services Department
2009 S Pacheco Street / P O Box 2348
Santa Fe, NM 87504

EXHIBIT B BUDGET

Line Item	Line Item Description	FY 16 BUDGET	Justification
520100	EXEMPT PERMANENT POSITIONS - FT & PT		
520200	TERM POSITIONS - FT & PT		
520300	CLASSIFIED PERMANENT POSITIONS - FT		
520400	CLASSIFIED PERMANENT POSITIONS - PT		
520500	TEMPORARY POSITIONS - FT & PT		
520600	PAID UNUSED SICK LEAVE		
520700	OVERTIME AND OTHER PREMIUM PAY		
520800	ANNUAL & COMPENSATORY LEAVE PAID AT SEPARATION		
520900	DIFFERENTIAL PAY		
	PERSONNEL SERVICES TOTAL	\$ -	
521100	GROUP INSURANCE PREMIUM		
521200	RETIREMENT CONTRIBUTIONS		
521300	F.I.C.A.		
521400	WORKER'S COMPENSATION ASSESSMENT FEE		
521410	GSD WORKER'S COMPENSATION ASSESSMENT PREMIUM		
521500	UNEMPLOYMENT COMPENSATION PREMIUM		
521600	EMPLOYEE LIABILITY INSURANCE PREMIUM		
521700	RETIREE HEALTH CARE ACT CONTRIBUTION		
521900	OTHER EMPLOYEE BENEFITS		
	EMPLOYEE CONTRIBUTIONS TOTAL	\$ -	
535100	MEDICAL SERVICES		
535200	PROFESSIONAL SERVICES	\$18,100,000.00	
535300	OTHER SERVICES		
535400	AUDIT SERVICES		
535500	ATTORNEY SERVICES		
535600	INFORMATION TECHNOLOGY SERVICES		
	CONTRACTUAL SERVICES TOTAL	\$18,100,000.00	
542100	EMPLOYEE IN-STATE MILEAGE & FARES		
542200	EMPLOYEE IN-STATE MEALS & LODGING		
542300	BOARD & COMMISSION MEMBER IN-STATE TRAVEL		
542400	EMPLOYEE NON-ROUTINE PARTIAL DAY PER DIEM IN-STATE TRAVEL		
542500	TRANSPORTATION - FUEL & OIL		
542600	TRANSPORTATION - NON-TAXABLE - PARTS & SUPPLIES, TAXABLE - MAINTENANCE & REPAIR SERVICES		
542700	TRANSPORTATION - TRANSPORTATION INSURANCE		
542800	TRANSPORTATION - STATE TRANSPORTATION POOL CHARGES		
542900	OTHER TRAVEL		
	TRAVEL AND TRANSPORTATION TOTAL	\$ -	
543100	MAINTENANCE - GROUND & ROADWAYS		
543200	MAINTENANCE - FURNITURE FIXTURES & EQUIPMENT		
543300	MAINTENANCE - BUILDING & STRUCTURES		
543400	MAINTENANCE - PROPERTY INSURANCE		
543500	MAINTENANCE - MAINTENANCE SUPPLIES		
543600	MAINTENANCE - LAUNDRY/DRY CLEANING		
543700	MAINTENANCE - MAINTENANCE SERVICES		
543800	INFORMATION TECHNOLOGY MAINTENANCE		
543900	OTHER MAINTENANCE		
	MAINTENANCE & REPAIRS TOTAL	\$ -	

544000	SUPPLIES - INVENTORY EXEMPT INFORMATION TECHNOLOGY		
544100	SUPPLIES - OFFICE SUPPLIES		
544200	SUPPLIES - MEDICAL, LAB & PERSONAL SUPPLIES		
544300	SUPPLIES - DRUGS		
544400	SUPPLIES - FIELD SUPPLIES		
544500	SUPPLIES - FOOD		
544600	SUPPLIES - KITCHEN SUPPLIES		
544700	SUPPLIES - CLOTHING, UNIFORMS, & LINEN		
544800	SUPPLIES - EDUCATION & RECREATIONAL SUPPLIES		
544900	SUPPLIES - INVENTORY EXEMPT		
	SUPPLIES TOTAL	\$ -	
545600	REPORTING & RECORDS		
545700	DoIT - ISD SERVICES		
545710	DoIT - HUMAN CAPITAL MANAGEMENT (HCM) Fee		
545800	RADIO COMMUNICATIONS SERVICES		
545810	DoIT - RADIO COMMUNICATION SERVICES		
545900	PRINTING & PHOTOGRAPHIC SERVICE		
546000	GSD BUILDING USE FEE		
546100	POSTAGE & MAIL SERVICE		
546200	BOND PREMIUMS		
546300	UTILITIES		
546310	UTILITIES - Sewer/Garbage		
546320	UTILITIES - Electricity		
546330	UTILITIES - Water		
546340	UTILITIES - Natural Gas		
546350	UTILITIES - Propane		
546400	RENT OF LAND OR BUILDINGS		
546500	RENT OF EQUIPMENT		
546600	COMMUNICATIONS		
546610	DoIT COMMUNICATIONS		
546700	SUBSCRIPTIONS & DUES		
546800	EMPLOYEE TRAINING & EDUCATION		
546810	BOARD MEMBER TRAINING AND EDUCATION		
546900	ADVERTISING		
547200	GRANTS TO INDIVIDUALS		
547300	CARE & SUPPORT	\$30,527,500.00	
547400	GRANTS TO LOCAL GOVERNMENTAL ENTITIES		
547410	GRANTS TO PUBLIC SCHOOLS		
547420	GRANTS TO INSTITUTIONS OF HIGHER EDUCATIONS		
547430	GRANTS TO NATIVE AMERICAN ENTITIES		
547440	GRANTS TO OTHER ENTITIES		
547500	PURCHASES FOR RESALE		
547700	DEBT SERVICE - PRINCIPAL		
547800	DEBT SERVICE - INTEREST		
547900	MISCELLANEOUS EXPENSE		
547999	MISCELLANEOUS EXPENSE-Request to Pay Prior Year Bills		
	OTHER OPERATING COST TOTAL	\$30,527,500.00	
548100	LAND		
548110	LAND - IMPROVEMENTS		
548200	FURNITURE & FIXTURES		

548300	INFORMATION TECHNOLOGY EQUIPMENT		
548400	OTHER EQUIPMENT		
548600	ANIMALS		
548700	LIBRARY & MUSEUM ACQUISITIONS		
548800	AUTOMOTIVE, AIRCRAFT & RECREATIONAL WATERCRAFT		
548810	DOT- RAILWAY EQUIPMENT		
548820	SPACEPORT SYSTEM & EQUIPMENT		
548900	BUILDINGS & STRUCTURES		
CAPITAL OUTLAY TOTAL		\$ -	
549800	EMPLOYEE OUT OF STATE MILEAGE & FARES		
549700	EMPLOYEE OUT OF STATE MEALS & LODGING		
549800	BOARD & COMMISSION MEMBER - OUT-OF-STATE MILEAGE & FARES		
549900	BOARD & COMMISSION MEMBER - OUT-OF-STATE MEALS & LODGING		
OUT OF STATE TOTAL		\$ -	
555100	OTHER FINANCING USES (10% Adm. Indirect Cost)		
OTHER FINANCING USES TOTAL		\$ -	
560300	REFUND - MEMBER CONTRIBUTIONS		
563500	ANNUITY PAYMENTS		
565200	DISTRIBUTION TO BENEFICIARIES		
565300	DISTRIBUTION TO STATE GENERAL FUND		
566100	REVERSIONS		
NON-BUDGETED EXPENDITURES TOTAL		\$ -	
GRAND TOTAL		\$48,627,500.00	


CYFD's Signature

9-24-15
Date

HSD Approval

Date

EXHIBIT C **EXPENDITURE BALANCE REPORT**

Month/Year _____		FY 16 BUDGET	Current Expenditure	Expenditures YTD	Budget Balance
Line Item	Line Item Description				
520100	EXEMPT PERMANENT POSITIONS - FT & PT				\$ -
520200	TERM POSITIONS - FT & PT				\$ -
520300	CLASSIFIED PERMANENT POSITIONS - FT				\$ -
520400	CLASSIFIED PERMANENT POSITIONS - PT				\$ -
520500	TEMPORARY POSITIONS - FT & PT				\$ -
520600	PAID UNUSED SICK LEAVE				\$ -
520700	OVERTIME AND OTHER PREMIUM PAY				\$ -
520800	ANNUAL & COMPENSATORY LEAVE PAID AT TERMINATION				\$ -
520900	DIFFERENTIAL PAY				\$ -
PERSONNEL SERVICES TOTAL		\$ -	\$ -	\$ -	\$ -
521100	GROUP INSURANCE PREMIUM				\$ -
521200	RETIREMENT CONTRIBUTIONS				\$ -
521300	F.I.C.A.				\$ -
521400	WORKER'S COMPENSATION				\$ -
211410	GSD WORKER'S COMPENSATION ASSESSMENT PREMIUM				\$ -
521500	UNEMPLOYMENT COMPENSATION PREMIUM				\$ -
521600	EMPLOYEE LIABILITY INSURANCE PREMIUM				\$ -
521700	RETIREE HEALTH CARE ACT CONTRIBUTION				\$ -
521900	OTHER EMPLOYEE BENEFITS				\$ -
EMPLOYEE BENEFITS TOTAL		\$ -	\$ -	\$ -	\$ -
535100	MEDICAL SERVICES				\$ -
535200	PROFESSIONAL SERVICES				\$ -
535300	OTHER SERVICES				\$ -
535400	AUDIT SERVICES				\$ -
535500	ATTORNEY SERVICES				\$ -
535600	INFORMATION TECHNOLOGY SERVICES				\$ -
CONTRACTUAL SERVICES TOTAL		\$ -	\$ -	\$ -	\$ -
542100	EMPLOYEE IN-STATE MILEAGE & FARES				\$ -
542200	EMPLOYEE IN-STATE MEALS & LODGING				\$ -
542300	BOARD & COMMISSION MEMBER IN-STATE TRAVEL				\$ -
542400	EMPLOYEE NON-ROUTINE PARTIAL DAY PER DIEM IN-STATE TRAVEL				\$ -
542500	TRANSPORTATION - FUEL & OIL				\$ -
542600	TRANSPORTATION - NON-TAXABLE - PARTS & SUPPLIES, TAXABLE - MAINTENANCE & REPAIR SERVICES				\$ -
542700	TRANSPORTATION - TRANSPORTATION INSURANCE				\$ -
542800	TRANSPORTATION - STATE TRANSPORTATION POOL CHARGES				\$ -
542900	OTHER TRAVEL				\$ -
TRAVEL AND TRANSPORTATION TOTAL		\$ -	\$ -	\$ -	\$ -
543100	MAINTENANCE - GROUND & ROADWAYS				\$ -
543200	MAINTENANCE - FURNITURE FIXTURES & EQUIPMENT				\$ -
543300	MAINTENANCE - BUILDING & STRUCTURES				\$ -

543400	MAINTENANCE - PROPERTY INSURANCE				\$ -
543500	MAINTENANCE - MAINTENANCE SUPPLIES				\$ -
543600	MAINTENANCE - LAUNDRY/DRY CLEANING				\$ -
543700	MAINTENANCE - MAINTENANCE SERVICES				\$ -
543800	INFORMATION TECHNOLOGY MAINTENANCE				\$ -
543900	OTHER MAINTENANCE				\$ -
MAINTENANCE & REPAIRS TOTAL		\$ -	\$ -	\$ -	\$ -
544000	SUPPLIES - INVENTORY EXEMPT INFORMATION TECHNOLOGY				\$ -
544100	SUPPLIES - OFFICE SUPPLIES				\$ -
544200	SUPPLIES - MEDICAL, LAB & PERSONAL SUPPLIES				\$ -
544300	SUPPLIES - DRUGS				\$ -
544400	SUPPLIES - FIELD SUPPLIES				\$ -
544500	SUPPLIES - FOOD				\$ -
544600	SUPPLIES - KITCHEN SUPPLIES				\$ -
544700	SUPPLIES - CLOTHING, UNIFORMS, & LINEN				\$ -
544800	SUPPLIES - EDUCATION & RECREATIONAL SUPPLIES				\$ -
544900	SUPPLIES - INVENTORY EXEMPT				\$ -
SUPPLIES TOTAL		\$ -	\$ -	\$ -	\$ -
545600	REPORTING & RECORDS				\$ -
545700	DoIT - ISD SERVICES				\$ -
545710	DoIT - HUMAN CAPITAL MANAGEMENT (HCM) Fee				\$ -
545800	RADIO COMMUNICATIONS SERVICES				\$ -
545810	DoIT - RADIO COMMUNICAITON SERVICES				\$ -
545900	PRINTING & PHOTOGRAPHIC SERVICE				\$ -
546000	GSD BUILDING USE FEE				\$ -
546100	POSTAGE & MAIL SERVICE				\$ -
546200	BOND PREMIUMS				\$ -
546300	UTILITIES				\$ -
546310	UTILITIES - Sewer/Garbage				\$ -
546320	UTILITIES - Electricity				\$ -
546330	UTILITIES - Water				\$ -
546340	UTILITIES - Natural Gas				\$ -
546350	UTILITIES - - Propane				\$ -
546400	RENT OF LAND OR BUILDINGS				\$ -
546500	RENT OF EQUIPMENT				\$ -
546600	COMMUNICATIONS				\$ -
546610	DoIT COMMUNICATIONS				\$ -
546700	SUBSCRIPTIONS & DUES				\$ -
546800	EMPLOYEE TRAINING & EDUCATION				\$ -
546810	BOARD MEMBER TRAINING & EDUCATION				\$ -
546900	ADVERTISING				\$ -
547200	GRANTS TO INDIVIDUALS				\$ -
547300	CARE & SUPPORT				\$ -
547400	GRANTS TO LOCAL GOVERNMENTAL ENTITIES				\$ -
547410	GRANTS TO PUBLIC SHCOOLS				\$ -
547420	GRANTS TO INSTITUTIONS OF HIGHER EDUCATION				\$ -
547430	GRANTS TO NATIVE AMERICAN ENTITIES				\$ -

547440	GRANTS TO OTHER ENTITIES				
547500	PURCHASES FOR RESALE				\$ -
547700	DEBT SERVICE - PRINCIPAL				\$ -
547800	DEBT SERVICE - INTEREST				\$ -
547900	MISCELLANEOUS EXPENSE				
547999	MISCELLANEOUS EXPENSE-Request to Pay Prior Year Bills				\$ -
OTHER OPERATING COST TOTAL		\$	\$ -	\$ -	\$ -
548100	LAND				\$ -
548110	LAND - IMPROVEMENTS				\$ -
548200	FURNITURE & FIXTURES				\$ -
548300	INFORMATION TECHNOLOGY EQUIPMENT				\$ -
548400	OTHER EQUIPMENT				\$ -
548600	ANIMALS				\$ -
548700	LIBRARY & MUSEUM ACQUISITIONS				\$ -
548800	AUTOMOTIVE, AIRCRAFT & RECREATIONAL WATERCRAFT				\$ -
548810	DOT-RAILWAY EQUIPMENT				\$ -
548820	SPACEPORT SYSTEMS & EQUIPMENT				\$ -
548900	BUILDINGS & STRUCTURES				\$ -
CAPITAL OUTLAY TOTAL		\$ -	\$ -	\$ -	\$ -
549600	EMPLOYEE OUT OF STATE MILEAGE & FARES				\$ -
549700	EMPLOYEE OUT OF STATE MEALS & LODGING				\$ -
549800	BOARD & COMMISSION MEMBER - OUT-OF-STATE MILEAGE & FARES				\$ -
549900	BOARD & COMMISSION MEMBER - OUT-OF-STATE MEALS & LODGING				\$ -
OUT OF STATE TOTAL		\$ -	\$ -	\$ -	\$ -
555100	OTHER FINANCING USES				\$ -
OTHER FINANCING USES TOTAL		\$ -	\$ -	\$ -	\$ -
560300	REFUND - MEMBER CONTRIBUTIONS				\$ -
563500	ANNUITY PAYMENTS				\$ -
565200	DISTRIBUTION TO BENEFICIARIES				\$ -
565300	DISTRIBUTION TO STATE GENERAL FUND				\$ -
566100	REVERSIONS				\$ -
REFUND & DISTRIBUTION TOTAL		\$ -	\$ -	\$ -	\$ -
GRAND TOTAL		\$	\$ -	\$ -	\$ -

CERTIFICATION

I/we _____ hereby certify that as of the date set forth below, the amounts included on this Expenditure and Balance Report are complete and accurate.

CYFD's Signature

Date

HSD Approval

Date

Exhibit D**CYFD Childcare****Invoice for Services Rendered****Children, Youth & Families Dept.**

New Mexico Human Services Department
 Home Support Division
 Dillon Plaza
 P.O. Box 2348
 Santa Fe, New Mexico 87504-2348
 Attention: Tashi Gyalkhar, Contract Manager

Contractor
 Month Ending
 Invoice Date
 Agreement No
 Tax ID No
 Invoice No

FOR CONTRACTOR USE ONLY**Invoice Amounts**

Requested monthly transfer for TANF child care services

\$

MONTH TOTAL**Certification**

The undersigned certifies that:

The amounts invoiced herein are correct and just and that payment therefore has not been received;

CYFD has expended an amount equal to the total TANF funding invoiced from federal and/or state CCDF funding otherwise available.

TANF CHILDCARE

Agency #	Dept #
Account #	Sub-Account #
Reporting Category :	Operating Unit :
Class Reference:	Class:
Object Code:	Activity Code:

TANF HOME VISITING

Agency #	Dept #
Account #	Sub-Account #
Reporting Category :	Operating Unit :
Class Reference:	Class:
Object Code:	Activity Code:

TANF PRE-K

Agency #	Dept #
Account #	Sub-Account #
Reporting Category :	Operating Unit :
Class Reference:	Class:
Object Code:	Activity Code:

Agency's CFO Signature

Phone #

Date

EMIT PAYMENT TO:

Children, Youth & Families Department
 Administrative Services Division
 ERA, Room 118
 P.O. Drawer 5160
 Santa Fe, NM 87502

CERTIFICATION - FOR HSD USE ONLY



EXHIBIT E

INVOICE TRANSMITTAL

Transmittal Information		CYFD Information				
Invoice No.		DFA Vendor ID.		Alt. ID		
Fiscal Year	State Fiscal Year 2016	Name				
Transmittal Date		Address				
Date of Service(s)		Phone No.				
P.O. Reference No.						
Contract No.	GSA					
Contracted Service	Contract Budget	Total of Budget Adjustment(s)	Adjusted Contract Budget	Invoice Amount*	YTD Expenses	
TANF Childcare	\$30,527,500					
TANF PREK	\$13,600,000					
TANF HOME VISITING	\$4,500,000					

*Attach supporting documentation

CYFD Signature

Date

TO BE COMPLETED BY HSD PROGRAM MANAGER

Program Manager Name Tashi Gvalkhar

Telephone No. 505-827-1323

E-mail Address Tashi.Gvalkhar2@state.nm.us

Approval to Pay

Signature of Program Manager

Date

FOR INFORMATION TECHNOLOGY RELATED CONTRACTS: Approval to Pay

Instructions for Invoice Transmittal

This form is to be completed by the CYFD. It is designed to keep all parties aware of the contract budget status. Assistance in completing this form may be obtained from the designated Program Manager.

Transmittal Information

Invoice No.: Enter the invoice number, which will follow a simple numbering sequence of 1, 2, 3, etc. Invoice 1 will be the first invoice of the contract period.

Fiscal Year: Enter the State of New Mexico fiscal year in which the applicable contract originated. The first two digits of the contract number designate the fiscal year.

Transmittal Date: Enter the date the Invoice Transmittal form is completed.

Date of Service: Enter the service-delivery time period for which reimbursement is being requested. For most contracts, this is the month and year of service. However, for short-term contracts, it can be a daily or weekly time period.

P. O. Reference No.: Enter the purchase document number applicable to this reimbursement. A purchase document is the document that encumbers (earmarks) the contracted funds. It has a unique identifying number. CYFDs should receive a copy of the purchase document with their signed contract. Program managers should be able to assist in determining this number if needed.

Contract No.: This is the identifying number of the contractual document under which services are being provided (located at the top, right hand corner of the first page of the contract).

CYFD Information:

DFA Vendor ID: This is the unique, identifying, contractor code that the Department of Finance and Administration (DFA) assigns upon completion of the W-9 form. All contractors must have one to enter into contract with state government. This may be obtained from the purchase document (see P.O. Reference No., above, for description of purchase document).

Alt. ID: The alternate ID is a number associated with the DFA Vendor ID number. It is assigned by DFA when a contractor has numerous delivery sites/addresses for which expenditures must be separately tracked. It is usually a suffix that is added to the DFA Vendor Code and may be found on the purchase document.

Name: Enter the CYFD program/CYFD name as it appears on the purchase document and the contract. This is the name that is assigned to the DFA vendor code.

Address: Enter the CYFD's address as it appears on the purchase document. This is the address that is assigned to the DFA vendor code.

Phone No: Enter the phone number of the CYFD's contact person who can answer questions that may result from the processing of the invoice.

Budget Section:

Contracted Service: Enter the name of the contracted service(s). The service does not refer to the detailed statement of work services but rather the broader service name(s), i.e. transportation, TANF, UR Review, etc. A contract may have one service or multiple services.

Every service in a contract is assigned a specific organizational (org) code. An org code is a budget designation and appears on the purchase document. Some contracts have one org code if there is one service being provided. Other contracts have multiple org codes. if they provide more than one service.

Contracted Budget: Enter the annual budget designated for each contracted service, as it appears in the original contract.

Total of Budget Adjustments: This is the total of the contract budget modifications resulting from contract amendments, for each service. If there have been more than one adjustment over the course of the contract year, the adjustment column should be the net result of all budget modifications.

Adjusted Contract Budget: This is the difference of the "Contract Budget" column and the "Adjustment" Column, for each service.

Invoice Amount: This is the amount for which the CYFD is requesting reimbursement in this invoice, for each service. Attach all supporting documentation justifying the reimbursement request.

YTD Expenses: These are the year-to-date, accumulated expenses for the current contract year, for each service.

Budget Balance: This is the difference of the "Adjusted Contract Budget" and the "YTD Expenses" columns, for each service.

CYFD Signature: An original signature is required of the CYFD representative authorized to approve an invoice.

EXHIBIT F BUDGET ADJUSTMENT REQUEST

Children, Youth and Family Department
Human Services Department
Income Support Division

CYFD: _____

Date: _____

Agreement No: _____

ATTACH JUSTIFICATION NARRATIVE FOR EACH LINE ITEM

CATEGORY	LINE ITEM	AMOUNT OF INCREASE	AMOUNT OF DECREASE
TOTALS		\$	\$

I certify that the above is required for efficient program operation.

Authorized Signature: _____

Date: _____

FOR HSD USE ONLY

☐
APPROVED
☐
DISAPPROVED

Authorized Signature: _____

Date: _____